

**PROPOSED:**

**PT 14-007-451 C**

**3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project**

**QUOTE DATE: September 23, 2014**

**AWARD DATE: September 23, 2014 BPW meeting  
or subsequent BPW Meeting**

**FOR:**

**THE CITY OF BLOOMINGTON**

**DEPARTMENT OF PLANNING AND TRANSPORTATION**

**POST OFFICE BOX 100**

**BLOOMINGTON, INDIANA**

SUBMITTED BY:

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Company or Firm Name

---

Street and Number

---

City or Town

State

Zip Code

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**SECTION I**  
**INVITATION TO QUOTERS**

## INVITATION TO QUOTERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED QUOTES FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

### **3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project**

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Sidewalks, curbs, and/or integral walk and curb, curb ramps and drive apron along the south side of 3<sup>rd</sup> Street, which includes approximately 116 square yards of sidewalk, 136 feet of concrete curbs, 18 square yards of curb ramps with detectable warning plates, and 37 square yards of concrete drive aprons;
- Associated removal of existing pavements, curbs, storm structures and earthwork including an allowance for up to 5 cubic yards for the removal and replacement of unsuitable subgrade soils if found;
- Temporary erosion control measures on curb inlets;
- Other miscellaneous work described within the plans and specifications including protection of utilities and commercial signs, adjusting valve and meter covers to grade, new storm sewers, inlets and manhole structures, maintenance of traffic signage and flagging as needed.
- City of Bloomington will install the HMA Surface to street and parking lots, but the Contractor shall place concrete patching as needed to street and parking lot areas to leave them ready for HMA overlay. Contractor shall be responsible for adjusting castings within its paving or patching limits to proposed finished grades. Contractor will be responsible for all concrete work.

The project is along the south side of 3<sup>rd</sup> Street on the southeast and southwest corners. As a Bid Alternate, concrete sidewalks, drives and curb work may be extended west an additional 100'. A second Bid Alternate will include the installation of brick pavers on concrete in selected sidewalk areas. These Bid Alternates are shown on the Plans and described in the Quote Form.

Quotes are to be submitted in proper form, as described in the "Instructions to Quoters" which can be found on the City's website at

[https://bloomington.in.gov/sections/viewSection.php?section\\_id=537](https://bloomington.in.gov/sections/viewSection.php?section_id=537).

**A pre-quote meeting will be held at City Hall at 401 North Morton Street, Bloomington, Indiana, in the McCloskey Conference Room on September 16, 2014 at 11:00 a.m. local time.**

If necessary, an addendum with clarifications will be posted on the Planning and Transportation Departments webpage under the Bid/Quote Opportunities following the pre-quote meeting.

Sealed quotes shall be received at City Hall by the Planning and Transportation Department, 401 North Morton Street, Suite 130, Bloomington, Indiana, at or before 5:00 pm local time on September 23, 2014. Quotes will be publicly opened and read aloud by the Board of Public Works at 5:30 pm local time on September 23, 2014, in the City Council Chambers. Any Quotes

received after the designated time will be returned unopened. Quotes will be reviewed and the award may be made at the September 23, 2014 meeting or a subsequent meeting of the Board of Public Works.

Each Quoter shall file with his or her sealed Quote:

- (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana;
- (2) a Questionnaire Form 96 of the State Board of Accounts;
- (3) request for taxpayer identification number and certification, substitute W-9 form;
- (4) a cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of Quote.

Wage rates shall not be less than the common construction wage rates as determined in accordance with IC 5-16-7. For quotes of \$100,000.00 or more, the successful Quoter shall furnish performance and payment bonds for one hundred percent (100%) of the contract amount prior to the execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

Each Quoter must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

The City of Bloomington is an equal opportunity employer, and Quoter shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Quoter for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of quotes. Quotes received that do not have an approved Affirmative Action Plan will be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or disability. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday.

The Board of Public Works reserves the right to waive any informality and to accept or reject any or all quotes submitted. Quotes may be held by the Board of Public Works for a period not-to-exceed sixty (60) days from the date of the opening of Quotes for the purpose of reviewing the Quotes and investigating the qualifications of the Quoters prior to awarding the contract.

Board of Public Works, **City of Bloomington, Indiana**

Charlotte Zietlow, President

**SECTION II**

**INSTRUCTIONS TO QUOTERS**

## INSTRUCTIONS TO QUOTERS

**1.00 CONTRACT DOCUMENTS:** Contract Documents that will form the Contract are:

1. The Agreement and its Attachments
2. The Invitation to Quoters
3. The Instructions to Quoters
4. The Performance and Payment Bonds
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. Request for taxpayer identification number and certification: Substitute W-9.
11. All Addenda to the Quote Documents
12. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
13. CONTRACTOR'S submittals
14. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
15. All plans as provided for the work that is to be completed.

**1.01 DEFINED TERMS:**

1.01(A) Quoter: The individual or entity who submits a Quote directly to the Owner.

1.01(B) Successful Quoter: The lowest responsible and responsive Quoter to whom Owner makes an award.

**1.02 INSPECTION OF THE SITE:** Quoters shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Quoter's Quote. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

**1.03 OMISSIONS AND DISCREPANCIES:** Should Quoters find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the Senior Project Manager. Interpretation of the proposed contract documents will be made only by written



addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Senior Project Manager. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

- 2.00 QUOTES:** Pursuant to the "Invitation to Quoters" sealed Quotes for performing the work shall be received by the Planning and Transportation Department, 401 North Morton Street, Suite 130, Bloomington, Indiana, at or before 5:00 pm local time on September 23, 2014. Quotes will be publicly opened and read by the Board of Public Works at 5:30 pm local time in the City Council Chambers. Any Quotes received after the designated time will be returned unopened. Quotes will be reviewed and the award may be made at the September 23, 2014 meeting or a subsequent meeting of the Board of Public Works.
- 2.01 QUOTE FORM:** Each Quote shall be legibly written or printed in ink on the Quote Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Quote is based, properly signed by the Quoter, shall accompany the Quote when submitted. No alteration in any Quote, or in the Quote Form on which it is submitted, shall be made by any person after the Quote has been submitted by the Quoter.
- 2.02 QUOTE SIGNATURES:** Each Quoter shall sign their Quote using their usual signature and giving their full business address. Quotes by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Quotes by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Quote by a person who affixes to their signature the word "president" or "secretary", "agent", or other designation without disclosing their principal may be held to be the Quote of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Quoter may submit more than one Quote. Two Quotes under different names will not be accepted from one firm or association.
- 2.03 QUOTE SUBMISSION:** Each Quote submitted shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works, c/o Planning and Transportation Department, Post Office Box 100, Bloomington, Indiana 47402, identified on the outside with the words "SEALED QUOTE", and the name of the project and the project number, and filed with the Planning and Transportation Department at their office in City Hall at 401 North Morton, Suite 130. Bloomington, Indiana.
- 2.04 INDIANA LEGAL REQUIREMENTS:** Each Quoter shall submit under oath with their Quote a statement of their experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Quote shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.
- 2.05 QUOTE GUARANTEE:** Each Quote shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Quoter's bond in an amount of not less than five percent (5%) of the total Quote. No personal and/or company checks will be accepted and the Quote shall be deemed unresponsive. The Quote guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Quote Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Quote covered thereby is accepted and a contract based thereon is awarded and the Quoter should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.

- 2.06 RETURN OF QUOTE GUARANTEE:** The Quote Guarantee deposit of each unsuccessful Quoter will be returned when their Quote is rejected. The Quote Guarantee deposit of the Quoter to whom the Contract is awarded will be returned when the successful Quoter executes a contract and files a satisfactory performance bond. The Quote Guarantee deposit of the second and third lowest responsible Quoters may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bond by the successful Quoter.
- 2.07 WITHDRAWAL OF QUOTE:** No Contractor may withdraw their Quote for a period of sixty (60) days after the date and hour set for the opening, and the Quoters submitting the three lowest Quotes may not withdraw their Quotes for a period of one-hundred eighty (180) days after the opening date. A Quoter may withdraw their Quote at any time prior to the expiration of the Quote period during which Quotes may be submitted by a written request signed in the same manner and by the same person who signed the Quote.
- 2.08 ACCEPTANCE AND REJECTION OF QUOTES:** The Owner reserves the right to accept the Quote submitted by the lowest responsible and responsive Quoter; to reject any or all Quotes; and to waive irregularities or informalities in any Quote. Quotes received after the specified time of closing will be returned unopened. The acceptance of a Quote will be a notice in writing signed by a duly authorized representative of the Board of Public Works, and no other act shall constitute acceptance of a Quote. The acceptance of a Quote shall bind the successful Quoter to execute the Contract and to be responsible for liquidated damages as provided in Section 8.00.
- 3.00 QUALIFICATION OF QUOTERS:** Quoters shall submit satisfactory evidence that they have a practical knowledge of the particular work Quote upon, and that they have the necessary financial resources to complete the proposed work. Each Quoter shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and the 'Request for taxpayer identification number and certification' form of the City of Bloomington and shall file the same with their Quote. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Quoter. In determining the Quoter's qualifications, the following factors will be considered: whether the Quoter (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Quoter may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Quote will be accepted which is submitted by a Quoter who is engaged in any work which would impair their ability to finance the work covered by such Quote or to provide suitable equipment for its proper prosecution and completion.
- 4.00 EXECUTION OF CONTRACT:** Any Quoter whose Quote shall be accepted will be required to appear at the office of the Planning and Transportation Department in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Quote. The amount of the Quote Guarantee accompanying the Quote of such Quoter shall be retained by the City as liquidated damages for such breach. In the event that any Quoter whose Quote shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Quoter has abandoned the Contract and thereupon their Quote and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as above provided.
- 4.01 INSURANCE:** The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

- 4.02 PAYMENTS:** Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within thirty (30) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.
- 4.03 TIME FOR BEGINNING AND COMPLETING THE WORK:** The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed and shall complete the work within 45 calendar days. Calendar and work days shall be as defined in the General Conditions of these documents.
- 4.04 TAXES AND PERMITS:** Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.
- 4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.
- 4.06 PERFORMANCE BOND:** For all contracts in the amount of \$100,000.00 more, the Quoter whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:
- A. modifications, omissions, or additions;
  - B. defects in the contract; or
  - C. defects in the Quoting or awarding process.
- 4.07 PAYMENT BOND:** For all contracts of \$100,000.00 more a Payment Bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond is executed by the Contractor to the state, approved by and for the benefit of the Owner, in an amount equal to the contract price. It is deposited with the board, and its surety cannot be released until one year after the board's final settlement with the Contractor. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.
- 4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.
- 4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Quoter for Quotes over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of Quotes. Quotes received that do not have an approved Affirmative Action Plan will be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or disability. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Quoter must

comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Quoter must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Quoter must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

**4.10 Permits:** Contractor is responsible for obtaining all permits.

**SECTION III**

**QUOTE FORM  
UNIT PRICE SHEET  
SAMPLE BOND FORMS  
ESCROW AGREEMENT**

## QUOTE FORM

This QUOTE Summary Sheet shall be completed and submitted with all other QUOTE Documents.

The Lump Sum cost of this project is to include all work shown in the Contract Documents, and is also to include an Allowance for up to 5 Cubic yards of Removal and Replacement of Unsuitable Soils with Compacted Aggregate Base. The Lump Sum Bid is to include all work to build the sidewalks, curbs, ramps, drives and storm sewer infrastructure to the lines and grades as represented in the plans.

The Lump Sum cost to complete the 3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project including all associated work per plans and specification is;

\_\_\_\_\_, \$ \_\_\_\_\_

All work shall be substantially completed within 45 calendar days from date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of quote, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract.

	SUBCONTRACTORS OF WORK	ADDRESS	TYPE
In	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

### ALTERNATE PROPOSALS

1. Alternate proposals are requested as described below.
2. The alternate proposal shall indicate the amount to be added to or deducted from the Lump Sum Base Bid if the alternate proposal is accepted by the Owner.
3. The alternate proposal shall include all costs necessary for the complete installation of the materials or items indicated for the alternate proposal, including materials, labor, equipment, operations, administration, overhead, profit, and taxes (as applicable).
4. The alternate proposal shall also include all costs for changes in the work (including work of other Separate Contracts) that will be made necessary by acceptance of the alternate proposal.
5. The Bidder shall submit prices for all the alternates listed below in the manner indicated. If there is no change in price to the Lump Sum Base Bid, write in "No Change".
6. The acceptance of any Alternate is at the sole discretion of the Owner, and one, both or neither Alternate may be accepted.

**Alternate No. 1:      Extend Work Limits West**

Extend sidewalk, curb and miscellaneous work westward approximately 100' as shown on the Plans. This alternate includes the addition of approximately 87' of curb and 91 square Yards of sidewalk (or optional integral curb and walk), 68 square yards of concrete drive, one new and one reset tree grate, miscellaneous casting adjustments to grade, and related work in front of the Kinser Cleaners, Barber Shop, and Bear's Ale House. Associated maintenance of traffic and access requirements are to be included.

(ADD) \_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Alternate No. 2:      Partial Brick Sidewalk in the Southwest Corner**

In lieu of providing the typical concrete sidewalk in portions of the southwest corner, instead build a composite pavement consisting of brick pavers over a thin mastic layer on concrete pavement over compacted aggregate. The pavement section, paving limits and technical requirements are to be as shown on the Plans. The Brick Pavers will be provided by the Owner, but other materials shall be provided by the Contractor. The approximate area for this substitution is 38 square yards.

(ADD) \_\_\_\_\_ Dollars \$ \_\_\_\_\_

Submitting this Quote, Quoter represents that:

A. Quoter has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

B. Quoter has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

~~C. Bidder attended the pre bid conference~~

**SIGNATURE OF QUOTER**

Name of Quoter: \_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name & Title Printed: \_\_\_\_\_  
Quoter Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## UNIT PRICE SHEET

FOR

PT 14-007-451 C

3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project

For Additions/Deductions

**PROVIDE PRICES FOR ALL LISTED ITEMS**

<u>Item #</u>	<u>Description</u>	<u>Price Each</u>	<u>Unit</u>
<input type="checkbox"/>	Undercut of Unsuitable Soils, Remove and Replace with Compacted Aggregate No. 53s (Note that the first 5 CYD of this item is to be included in the Lump Sum Quote)		CYD
<input type="checkbox"/>	Concrete Sidewalk, 4"		SYD
<input type="checkbox"/>	Curb		LFT
<input type="checkbox"/>	Integral Curb and Walk		SYD
<input type="checkbox"/>	Concrete Ramp including Detectable Warnings		SYD
<input type="checkbox"/>	Compacted Aggregate, No. 53s		TON
<input type="checkbox"/>	HMA for Patching, A		TON
<input type="checkbox"/>	PCCP for Patching, 12"		SYD
<input type="checkbox"/>	Adjust Castings to Grade – Valve or Meter Covers		EACH
<input type="checkbox"/>			
<input type="checkbox"/>			

- All prices shall reflect complete installation as shown and specified on the plans or stated in the specifications.
- Example: Sidewalk includes stone bedding, excavation; Asphalt Pathway includes stone, base, surface and backfill, excavation, etc.



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date:

Description *(Project Name and Include Location):*

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

## PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid,

and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the

Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other):

**ESCROW AGREEMENT**

**3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project  
PT 14-007-451 C  
(NO ESCROW AGREEMENT REQUIRED)**

THIS ESCROW AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Bloomington Board of Public Works (the "Owner"), and \_\_\_\_\_, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the \_\_\_\_ day of \_\_\_\_\_, 2014, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of

that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

**OWNER:**

City of Bloomington  
Board of Public Works  
By:

**ESCROW AGENT:**

First Financial Bank  
By:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. Number: \_\_\_\_\_



**SECTION IV**  
**AFFIRMATIVE ACTION PLAN REQUIREMENTS,**  
**RESPONSIBLE BIDDER AFFIDAVIT,**  
**LIVING WAGE ORDINANCE CERTIFICATION**



**2014**

**RE: Affirmative Action, Living Wage Ordinance, and Responsible Bidders Ordinance**

To Prospective Bidder:

**Affirmative Action:** All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must ensure that applications are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the **Responsible Bidders Ordinance**, all bidders with the City of Bloomington for public work bids of \$150,000.00 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems, but it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must ensure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, and internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action Plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute for instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up to date figures.

An affirmative Action Plan checklist. I will use this checklist to review your Affirmative Action Plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.

Two sample Affirmative Action Plan: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an Affirmative Action Plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

**Living Wage:** Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at [www.bloomington.in.gov/livingwage](http://www.bloomington.in.gov/livingwage) or call me. For 2014, the living wage for covered employees is \$12.06 an hour.

If you have any questions, contact me at 812.349.3429 or email me at [mckinneb@bloomington.in.gov](mailto:mckinneb@bloomington.in.gov). My office hours are Monday through Friday, 8:00a.m.-5:00p.m.

Thank you,

Barbara E. McKinney  
Human Rights Director/Contract Compliance Officer



## **BLOOMINGTON HUMAN RIGHTS COMMISSION MODEL AFFIRMATIVE ACTION PLAN**

### **POLICY STATEMENT**

\_\_\_\_\_, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry or disability. Our policy of non-discrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

### **RESPONSIBLE OFFICER**

Mr. or Ms. \_\_\_\_\_ (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

### **PUBLICATION OF POLICY**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- Posting notices on employee bulletin boards
- Including our policy statement and plan in our personnel manual
- Regularly sending out notice of our policy in paycheck envelopes
- Training supervisors to recognize discriminatory practices

We will make potential employees aware of our policy through the following procedures:

- Including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings
- Notifying employment agencies about our commitment
- Sending notice of our policy to unions

### **IMPLEMENTING OUR POLICY**

Our Affirmative Action Plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, or disability.

## GRIEVANCE PROCEEDURE

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state, or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

\_\_\_\_\_  
Corporate President

\_\_\_\_\_  
Date

## WORKFORCE BREAKDOWN FORM

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

CONTACT PHONE NUMBER \_\_\_\_\_  
\_\_\_\_\_

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

Signature and Title of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

### AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

Effective Date: \_\_\_\_\_

Contractor: Plan MUST Include:		Yes	No	Comments:
Policy statement of equal employment opportunity		<input type="checkbox"/>	<input type="checkbox"/>	
Covers:	Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of:	Race	<input type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input type="checkbox"/>	<input type="checkbox"/>	
	Color	<input type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation*	<input type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity*	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan		<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:				
	Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	(e.g., recruitment sources, unions)			
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)		<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups		<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs		<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure		<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances		<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown		<input type="checkbox"/>	<input type="checkbox"/>	
(figures up to date within 6 months)				



### Living Wage Ordinance Certification

Employer's Name: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Employer's Phone Number: \_\_\_\_\_

Employer's Email Address: \_\_\_\_\_

Job title(s) of Covered Employees: \_\_\_\_\_

(use additional sheet if necessary)

Do you pay all covered employees at least the living wage (for 2014, \$12.06 per hour) for work done in connection with the City assistance or subsidy? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, do the covered employees have access to a health insurance plan sponsored by you? Yes \_\_\_\_\_  
No \_\_\_\_\_

If you don't pay all of your covered employees at least the living wage, and your covered employees have access to a health insurance plan that you sponsor, please answer the following questions:

- What is the hourly equivalent value of your contribution to the health insurance plan on behalf of the covered employees who chose to participate in your health insurance plan? (To determine this, divide your annual contribution per employee by 2080.) \$ \_\_\_\_\_
- If the covered employee chose not to participate in your health insurance plan, but could have done so, then what would have been the hourly equivalent value of your contribution to the health insurance plan? (Again, divide your annual contribution by 2080). \$ \_\_\_\_\_

I hereby attest that the information I've provided above is truthful and accurate. I hereby attest that I am aware of the provisions of the Living Wage Ordinance chapter of the Bloomington Municipal Code.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office held

This form must be filed in the first quarter of the year following that in which the living wage ordinance applies. Send completed form to the Contract Compliance Officer, PO Box 100, Bloomington, IN 47402-0100, or fax to 349-3441.



### **Responsible Bidder Affidavit**

Contractor and any subcontractor performing more than \$150,000 worth of work on the project shall complete this *Responsible Bidder Affidavit* as required by Chapter 2.29 of the Bloomington Municipal Code. Contractor must submit this affidavit with its bid. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

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The undersigned \_\_\_\_\_, as \_\_\_\_\_ and on behalf of  
(Name) (Title)  
\_\_\_\_\_ certifies the following:  
(Contractor)

Contractor is compliant with all applicable laws pre-requisite to doing business in Indiana.

Yes [ ] No [ ]

Does Contractor have a Federal Employer Identification Number (EIN) (also known as a Federal Tax Identification Number)?

Yes [ ] No [ ]

Please list your Federal Employer Identification Number: \_\_\_\_\_

Alternatively, for sole proprietors, list your social security number: \_\_\_\_\_

Contractor is in compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11375 (known as the Equal Opportunity Employer Provisions).

Yes [ ] No [ ]

Contractor has submitted an affirmative action plan as required under § 2.21.070(8) of the Bloomington Municipal Code.

Yes [ ] No [ ]

Contractor affirms that all of its workers who qualify as employees are covered under a current worker's compensation insurance policy, and that all workers who will be part of the project are properly classified as employees or independent contractors.

Yes [ ] No [ ]

Contractor will comply with Indiana Code § 5-16-7 et. seq., known as the Indiana Common Construction Wage Act.

Yes [ ] No [ ]

Contractor confirms that any of its employees designated as apprentices are properly registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training.

Yes [ ] No [ ]

Contractor currently has a substance abuse testing policy in place.

Yes [ ] No [ ]



Please list any professional or trade license(s) required by law for any trade or specialty area required to complete work on the present project.

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Has the Contractor, or any directors, officers, or managers employed by the Contractor, had any professional or trade license suspended or revoked within the last five (5) years?

Yes [ ] No [ ]

**Verification**

I certify that I am authorized to execute this affidavit on behalf of the Contractor set forth above, that I have personal knowledge of all the information set forth herein, and that all statements representations, and information contained in this affidavit are true and accurate.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION V**  
**WAGE RATES**

WAGE RATES ARE NOT APPLICABLE FOR THIS PROJECT  
LOCAL FUNDING < \$350,000.00

**SECTION VI**

**STATE FORM NO. 96**

**QUESTIONNAIRE/NON-COLLUSION AFFIDAVIT**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

**AND CERTIFICATION**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

\_\_\_\_\_  
Filed

\_\_\_\_\_  
Action taken



**MARK KRUZAN  
MAYOR**

CITY OF BLOOMINGTON  
401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

CONTROLLER'S OFFICE  
p 812.349.3412  
f 812.349.3456  
controller@bloomington.in.gov

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: SUBSTITUTE W-9**

Name (as shown on your tax return):											
Business Name (if different):											
Check appropriate box for federal tax classification:											
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate											
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____											
<input type="checkbox"/> Other ► _____											
Exemptions:											
Exempt payee code (if any) _____											
Exemption from FATCA reporting code (if any) _____											
Address (number, street, and apt. or suite no.):											
City, State, and ZIP code:											
Telephone number:	Fax number:										
<b>Taxpayer Identification Number (TIN)</b>											
Enter you TIN in the appropriate box. The TIN provided must match the name given on the "Name" line											
To avoid backup withhold. For individuals, this is your social security number (SSN). However, for a Resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3 of IRS Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3 of IRS Form W-9											
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose Number to enter.											
<b>Social security number</b>											
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<b>Employer identification number</b>											
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**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person or other U.S. person (defined below), and
4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions**

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS Form W-9.

Please mail or fax this complete form as soon as possible to the Controller's Office using the contact information above.  
**NO PAYMENTS WILL BE SENT UNTIL THIS FORM IS RECEIVED.**

SIGN HERE	Signature of U.S. person ►	Date ►

**THE CITY'S PREFERRED METHOD OF PAYMENT IS EFT. PLEASE COMPLETE TO ENROLL**

<b>EFT Information</b>	
Bank Name:	
Type of Account:	Checking <input type="checkbox"/> Savings <input type="checkbox"/>
Routing Number:	
Account Number:	
Name of Account:	
Email for Payment Notification:	

**REFERENCES FOR SOLE PROPRIETORS & PARTNERSHIPS**

Name:	Address:
Phone:	Email:

  

Name:	Address:
Phone:	Email:

  

Name:	Address:
Phone:	Email:

**BILLING INFORMATION**

Payment Remittance		
Address (PO Box)		
Address (Physical)		
City	State	Zip
Person to Contact		
Email		
Phone		

**SECTION VII**  
**GENERAL CONDITIONS**

## GENERAL CONDITIONS

### FOR

### CONSTRUCTION

#### *INDEX TO THE ARTICLES OF THE GENERAL CONDITIONS*

DEFINITIONS	CHANGES IN CONTRACT PRICE
EXECUTION OF DOCUMENTS	CHANGE OF CONTRACT TIME
CORRELATION, INTERPRETATION AND INTENT OF DOCUMENTS	LIQUIDATED DAMAGES
AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.
BONDS AND INSURANCE	PAYMENTS AND COMPLETION.
CONTRACTOR'S RESPONSIBILITIES	SUSPENSION OF WORK AND TERMINATION.
WORK BY OTHERS	ARBITRATION.
OWNER'S RESPONSIBILITIES	ENVIRONMENTAL REQUIREMENTS.
ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION	MISCELLANEOUS.
CHANGES IN THE WORK	

#### **1.00. DEFINITIONS.**

The Owner, the Contractor and the Engineer, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.01. ADDENDA.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.
- 1.02. AGREEMENT.** The contractual agreement between the Contractor and the Owner.
- 1.03. APPLICATION FOR PAYMENT.** The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.
- 1.04. QUOTE.** The offer or proposal of the Quoter submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.05. QUOTER.** Any person, firm, or corporation submitting a Quote for the Work.
- 1.06. BOARD.** The City of Bloomington Board of Public Works.
- 1.07. BONDS.** Quote, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

- 1.08. CALENDAR DAY.** Every day shown on the calendar.
- 1.09. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 1.10. CONTRACT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and the Contractor, (2) between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.
- 1.11. CONTRACT DOCUMENTS.** The Agreement, Addenda (whether issued prior to the opening of Quotes or the execution of the Agreement), Change Orders issued by the Owner or Engineer, Invitation to Quote, Instructions to Quoters, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Quote, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.
- 1.12. CONTRACT PRICE.** The total amount payable to the Contractor under the Contract Documents.
- 1.13. CONTRACT TIME.** The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement. Contract days are not to be determined from the usage of the Indiana Department of Transportation (I.N.D.O.T.) Standard Specifications Manual.
- 1.14. CONTRACTOR.** The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.
- 1.15. DAY.** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.16. DATE OF CONTRACT.** The date written in the first paragraph of the Contract Agreement.
- 1.17. DRAWINGS OR PLANS.** The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.18. ENGINEER.** The City Engineer, person, firm, or corporation named by the Owner "the City of Bloomington", or the duly authorized agents of the Engineer, acting within the scope of the duties entrusted to them.
- 1.19. FIELD ORDER.** A written order issued by the Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- 1.20. MODIFICATION.** (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Engineer. A Modification may be issued only after execution of the Agreement.

- 1.21. NOTICE OF AWARD.** The Written notice by the Owner to the apparent successful Quoter stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.22. NOTICE TO PROCEED.** A written notice given to the Contractor by the Owner (with a copy to the Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.
- 1.23. OWNER.** The City of Bloomington named and designated in the Agreement as "Owner" acting through its Board of Public Works and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the Planning and Transportation Department, 401 North Morton Street, Suite 130, Bloomington, Indiana, 47404.
- 1.24. PROJECT.** The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.
- 1.25. QUOTE.** The offer or proposal of the Quoter submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.26. BIDDER.** Any person, firm, or corporation submitting a Quote for the Work.
- 1.27. RESPONSIBLE QUOTER.** One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.
- 1.28. RESPONSIVE QUOTER.** One who has submitted a Quote conforming in all material respects to the Contract Documents.
- 1.29. SHOP DRAWINGS.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- 1.30. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.
- 1.31. SUBCONTRACTOR.** An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material. All Subcontractor's performing work having a value over \$10,000.00 must be approved prior to performing any work under this contract agreement. Any work performed without prior approval will not be compensated for.
- 1.32. SUBSTANTIAL COMPLETION.** The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.
- 1.33. WORK.** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.
- 1.34. MISCELLANEOUS DEFINITIONS**

- 1.34.1. AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED.** The order, directions, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.
- 1.34.2. REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY.** The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.
- 1.34.3. UNDERSTOOD AND AGREED.** Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.
- 2.00. EXECUTION OF AGREEMENT.**
- 2.01. EXECUTION OF AGREEMENT.** The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.
- 2.02. DELIVERY OF BONDS.** When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.
- 2.03. COPIES OF DOCUMENTS.** The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.
- 2.04. CONTRACTOR'S PRE-AWARD REPRESENTATIONS.** The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.05. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to start active and continuous work on the contract within 5 calendar days after the date of the Notice to Proceed. In **no case** shall work begin prior to the date of the Notice to Proceed unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed. If a delayed starting date is indicated in the proposal, the 5 calendar day limitation shall be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.
- 2.06. STARTING THE PROJECT.** The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least 24 hours in advance of resuming operations.
- 2.07. BEFORE STARTING CONSTRUCTION.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the Engineer any conflict, error,



or discrepancy which he may discover. However, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

**2.08. SUBMISSION OF SCHEDULES.** Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Engineer for review, an estimated progress schedule that shall be in 'Critical Path' format and indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The 'Critical Path' schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project. Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60 days between the notice to proceed and the completion date do not need to submit a progress schedule. The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

**3.00. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, and subject to the terms of the **AGREEMENT** between Owner and Contractor, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to Quoters and the description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Engineer shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

**4.00. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.**

**4.01. AVAILABILITY OF LANDS.** The Owner shall furnish, as indicated in the Contract Documents and not later than the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in these General Conditions

- 4.02. PHYSICAL CONDITIONS; SURVEYS AND REPORTS.** Refer to **Instructions to Quoter**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.
- 4.03. UNFORESEEN PHYSICAL CONDITIONS.** The Contractor shall promptly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Engineer and Contractor. If the Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.
- 4.04. REFERENCE POINTS.** The Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the Owner. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.
- 5.00. BONDS AND INSURANCE.**
- 5.01. PERFORMANCE, PAYMENT AND OTHER BONDS.** When Contractor delivers the executed counterparts of the **AGREEMENT** to Owner, the Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to **100%** of the Contract Price, unless otherwise listed in **SPECIAL CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.
- 5.02. TERMINATION OF SURETY.** If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.
- 5.03. CONTRACTOR'S LIABILITY INSURANCE.** The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose

acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner and Engineer as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Engineer.

**6.00. CONTRACTOR'S RESPONSIBILITIES.**

**6.01. SUPERVISION AND SUPERINTENDENCE.** The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**6.02. RESIDENT SUPERINTENDENT.** The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

**6.03. LABOR, MATERIALS AND EQUIPMENT.** The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Engineer and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

- 6.04. PATENT FEES AND ROYALTIES.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.05. PERMITS.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his/her Quote. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges necessary for the meter/service connections to place installed devices into working order and placing said service accounts in the name of the City of Bloomington, or their assigned designee.
- 6.06. LAWS AND REGULATIONS.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.07. TAXES.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed. The Owner is exempt from sales tax on products permanently incorporated into the work. The Contractor may obtain sales tax exemption for such materials, products, and equipment and shall obtain an Indiana General Sales Tax Exemption Certificate from the Owner.
- 6.08. USE OF PREMISES.** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Engineer prior to implementing the closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Engineer by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

- 6.09. RECORD DRAWINGS.** The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.
- 6.10. SAFETY AND PROTECTION.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all employees on the Work and other persons who may be affected thereby. This includes ensuring the safety of pedestrians, bicyclist, and motorists who are allowed to access the site during the project. all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

- 6.11. SUPERINTENDENT OF SAFETY.** The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety. Weekly "Sign and Barricade Reports" are to be submitted by the Superintendent of Safety.
- 6.12. EMERGENCIES.** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore.
- 6.13. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there



from and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of: the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

#### **7.00. WORK BY OTHERS.**

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

#### **8.00. OWNER'S RESPONSIBILITIES.**

The Owner shall issue all communications to the Contractor through the Engineer.

In case of termination of the employment of the Engineer, the Owner shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such an appointment shall be subject to arbitration.

The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due.

In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

#### **9.00. ENGINEER'S STATUS DURING CONSTRUCTION.**

##### **9.01. OWNER'S REPRESENTATIVE.** The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's

representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Engineer.

- 9.02. CLARIFICATIONS AND INTERPRETATIONS.** The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.
- 9.03. REJECTING DEFECTIVE WORK.** The Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Engineer's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.
- 9.04. DECISIONS ON DISAGREEMENTS.** The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he will render in writing within a reasonable time.
- 9.05. ARBITRATION.** Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- 9.06. LIMITATIONS ON THE ENGINEER'S RESPONSIBILITIES.** Neither the Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.  
The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.  
The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.
- 10.00. CHANGES IN THE WORK.**

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order from the Engineer or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Engineer.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

#### **11.00. CHANGE OF CONTRACT PRICE.**

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Engineer within twenty days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Engineer or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Engineer and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

#### **11.01. COST OF THE WORK.** The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.



Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.

The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Engineer which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

**11.02. SUPPLEMENTAL COSTS** include the following:

The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.

Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

The cost of utilities, fuel and sanitary facilities at the site.

Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

The cost of premiums for additional bonds and insurance required because of changes in the Work.

**11.03** The term "**COST OF THE WORK**" shall *not* include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than his office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

**11.04. CONTRACTOR'S FEE.** The Contractor's Fee which includes his overhead and profit shall be determined as follows:

A mutually acceptable fee; or , if none can be agreed upon,

A fee based on the following percentages of the various portions of the Cost of the Work:

for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent.

for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

no fee shall be payable on the basis of costs of special consultants or supplemental costs.

**11.05. CREDIT.** The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

**12.00. CHANGE OF CONTRACT TIME.**

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Engineer within twenty days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT).

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. A claim for an extension of the Contract Time otherwise allowable under the Contract Documents, shall be granted

only to the extent the time lost exceeds the float, using Critical Path analysis as called for in Section 2.08 above, for a delayed activity at the time of the event giving rise to the Claim. Float, whether expressly disclosed or implied in any manner, is jointly owned by the project participants. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the Owner or any other party, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work where Critical Path analysis shows such an extension of time is warranted.

**13.00. LIQUIDATED DAMAGES.**

Liquidated damages shall be paid to the Owner in accordance with the Agreement. If no provision is made in the Agreement, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the Owner shall deduct from the amount due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that timely completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

**14.00. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

**14.01. WARRANTY AND GUARANTEE.** The Contractor warrants and guarantees to the Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

**14.02. TESTS AND INSPECTIONS.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of his intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours notice

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

- 14.03. ACCESS TO WORK.** The Engineer and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.04. UNCOVERING WORK.** If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense. If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.
- 14.05. OWNER MAY STOP THE WORK.** If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.
- 14.06. CORRECTION OR REMOVAL OF DEFECTIVE WORK.** If required by the Engineer prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 14.07. CORRECTION PERIOD.** If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- 14.08. ACCEPTANCE OF DEFECTIVE WORK.** If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract

Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.

**14.09. NEGLECTED WORK BY THE CONTRACTOR.** If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**15.00. PAYMENTS AND COMPLETION.**

**15.01. APPLICATION FOR PROGRESS PAYMENT.** The Contractor may, no more frequently than every two weeks, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Engineer for review and approval.

**15.02. CONTRACTOR'S WARRANTY OF TITLE.** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

**15.03. REVIEW OF APPLICATION FOR PAYMENT.** The Contractor shall furnish to the Engineer such detailed information as he may request to aid in the review and approval of such Estimates. The Engineer will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. If required by the terms of the **AGREEMENT**, Retainage shall be withheld from each payment in the amount of 10% of each Application up to 50% completion. At 50% completion further payments shall be made in full to the contractor and no further amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.

**15.04. FINAL INSPECTION.** When the Work has been substantially completed and at a time mutually agreeable to the Owner, Engineer, and Contractor, the Engineer and Contractor shall make a final walk-through inspection of the Work. The Engineer shall report to the Owner his findings as to the acceptability and completeness of the Work.

**15.05. APPLICATION FOR FINAL PAYMENT.** Upon written notice from the Engineer that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be



accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require.

- 15.06. FINAL PAYMENT.** If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Engineer will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within thirty days of presentation to him of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.
- 15.07. CONTRACTOR'S CONTINUING OBLIGATION.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 15.08. WAIVER OF CLAIMS.** The making and acceptance of final payment shall constitute:  
a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and  
a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.
- 16.00. SUSPENSION OF WORK AND TERMINATION.**
- 16.01. OWNER MAY SUSPEND WORK.** The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in these General Conditions.
- 16.02. OWNER MAY TERMINATE.** If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional

services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

- 16.03. CONTRACTOR MAY STOP WORK OR TERMINATE.** If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Engineer or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days notice to the Owner and Engineer stop the Work until he has been paid all amounts then due.

**17.00. ARBITRATION.**

Except as otherwise required by the Supplementary Conditions, all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the Engineer. The demand for arbitration shall be made within thirty days after the Engineer has rendered his decision where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

**18.00. ENVIRONMENTAL REQUIREMENTS.**

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base Bid with work performed by the contractor to ensure that all erosion is contained on site.

- 18.01. WETLANDS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands.

- 18.02. FLOODPLAINS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100 year flood plain areas delineated on the latest FEMA Floodplain Maps.
- 18.03. HISTORIC PRESERVATION.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Office (SHPO).
- 18.04. ENDANGERED SPECIES.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.
- 18.05 Rule 5 Permit.** The Contractor shall comply with all applicable requirements of the Rule 5 Permit for erosion control utilizing applicable Best Management Practices (B.M.P.'s) prior to the commencement of work.
- 19.00. MISCELLANEOUS.**
- 19.01. GIVING NOTICE.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.
- 19.02. COMPUTATION OF TIME.** Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist every day shown on the calendar. The usage of Indiana Department of Transportation (I.N.D.O.T.) standard specifications with regard to time usage or computation does not apply to this contract and therefore is not applicable.
- 19.03. ADDITIONAL SPECIFICATION REQUIREMENTS.** Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications 2012 Edition (or latest edition and supplement at time of Bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current Public Works, or Bloomington Utility Specifications which shall override and supersede INDOT Specifications.



**SECTION VIII**  
**SPECIAL CONDITIONS AND SUPPLEMENTARY CONDITIONS**

## Special Conditions for PT14-xx

SC-1. Contractor shall maintain access for all residents and local business within the limits of the project during construction. In the case of businesses, the Contractor must coordinate with the business owner to ensure a functional access is available at all times and shall phase work as needed to ensure access.

SC-2. Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with regard to all signage and signage placement used during the project for traffic travelling through the project limits.

SC-3. Contractor shall limit his/her operations to within the public right of way, or designated temporary right of way, or under right of entry, and restore any additional disturbed areas. Contractors using any property outside the public right of way shall have an agreement in writing from each respective property owner and provide that agreement to the City of Bloomington prior to performing any work outside of the public right of way. This includes the parking of any vehicles, equipment or supplies on property that is privately owned. A property release as described within the Specifications shall be obtained from each property owner at the completion of work.

SC-4. Contractor shall construct identified curb ramps per ADA Guidelines, and shall include the usage of cast iron plates per ADA and ADAAG requirements. Plates shall be trimmed to fit as necessary with all work and material included in the contract bid price.

SC-5. Any utility work including the adjustment of storm sewer castings to grade shall conform to City of Bloomington Utilities Construction Specifications.

SC-6. Identification of the Engineer: In accordance with the insurance requirements for Additional Insured's that are noted in the General Conditions, the following firms are identified as the Engineer:

Eagle Ridge Civil Engineering Services, LLC  
Bledsoe, Riggert & Guerrettaz, Inc.

# Supplementary Conditions

## List of Subjects

- SC-1 Contractor's Responsibilities  
SC-6.14 Subcontractors and Suppliers
- SC-2 Arbitration

## Supplementary Conditions

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SC-1 Subcontractors and Suppliers Add the following new paragraph immediately after Paragraph 2.09 of the General Conditions:

6.14 All work performed for the Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

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SC-2 Arbitration Delete Paragraph 17.00 of the General Conditions in its entirety, and insert the following text in its place:

### **17.00 Arbitration.**

17.01 As a condition precedent to the commencement of judicial action for resolution of Claims, disputes, and other matters in question arising out of, or relating to, the Agreement, including any disagreement with Engineer's decisions, either Owner or Contractor shall file a written demand for arbitration of the dispute with the other party.

17.02 No demand for arbitration of any Claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 10.00, 11.00 and 12.00 of the General Conditions may be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) 30 days after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such Claim, dispute, or other matter may be made later than 30 days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said 30 day period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration or judicial proceedings have been initiated, such decision may be entered as evidence but will not supersede such proceedings, except where the decision is acceptable to the parties concerned.

17.03 In all other cases, the demand for arbitration shall be made within a reasonable time after the Claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

17.04 If the party upon whom the demand for arbitration is made rejects arbitration, or fails to give a written response within 30 days after receiving the demand, the other party may commence judicial action on the merits of the dispute. If the party upon whom the demand for arbitration is made accepts arbitration, the other party may commence arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. The agreement to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

17.05 If a Claim, dispute, or other matter in question between Owner and Contractor involves the work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor. Contractor shall include in all subcontracts required by Paragraph 6.14 of the General Conditions a specific provision whereby the Subcontractor consents to being joined in an arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any Claim, right, or cause of action in favor of Subcontractor and against Owner, Engineer, or Engineer's Consultants that does not otherwise exist

17.06 The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction.

**SECTION IX**  
**SAMPLE AGREEMENT**

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**AND**

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**FOR**

**3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project, PT 14-007-451 C**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Board of Public Works (hereinafter CITY), and \_\_\_\_\_, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project, PT 14-007-451 C** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1.**      **TERM**

**1.01**      This Agreement shall be in effect upon execution of this Agreement by all parties.

**ARTICLE 2.**      **SERVICES**

**2.01**      CONTRACTOR shall complete all work required under this Agreement within forty-five (45) calendar days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

**2.02**      It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03**      CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting

CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3.        COMPENSATION**

**3.01**      CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02**      Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed \_\_\_\_\_ . CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03**      The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04**      CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05**      CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Prevailing Wage requirements.

**3.06**      City. The Senior Project Manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4.        RETAINAGE**

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

**4.01        Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02        Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

**4.03     Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04     Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5.            GENERAL PROVISIONS**

**5.01**     CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

### **5.02     Abandonment, Default and Termination**

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:



Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments
2. The Invitation to Quoters
3. The Instructions to Quoters
4. The Performance and Payment Bonds
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. All Addenda to the Quote Documents
11. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
12. CONTRACTOR'S submittals
13. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
14. All plans as provided for the work that is to be completed.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

#### **5.05 Insurance**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;  
Contractual liability insurance as applicable to any hold-harmless agreements;  
Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;  
Broad form property damage - including completed operations;  
Fellow employee claims under Personal Injury; and  
Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, or disability. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis

of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of the Planning and Transportation Department and are not subject to arbitration.

**5.10     Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.11     Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12     Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13     Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition

precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Matt Smethurst, Project Manager		
P.O. Box 100, Suite 130		
Bloomington, Indiana 47402		

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City Engineer. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

#### **5.18 Verification of Employees' Immigration Status**

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**5.19 No Investment in Iran:** Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor is not engaged in said investment activities.

Attachment C is attached hereto and incorporated herein by reference as though fully set forth.



IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

\_\_\_\_\_  
Charlotte Zietlow, President, Board of Public Works

\_\_\_\_\_  
James McNamara, Member, Board of Public Works

\_\_\_\_\_  
Frank Hrisomalos, M.D., Member, Board of Public Works

\_\_\_\_\_  
Mark Kruzan, Mayor of Bloomington

BY:

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Contractor Representative

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **3<sup>rd</sup> Street and Jordan Avenue Intersection Sidewalk Improvements Project**

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Sidewalks, curbs, and/or integral walk and curb, curb ramps and drive apron along the south side of 3<sup>rd</sup> Street, which includes approximately 116 square yards of sidewalk, 136 feet of concrete curbs, 18 square yards of curb ramps with detectable warning plates, and 37 square yards of concrete drive aprons;
- Associated removal of existing pavements, curbs, storm structures and earthwork including an allowance for up to 5 cubic yards for the removal and replacement of unsuitable subgrade soils if found;
- Temporary erosion control measures on curb inlets;
- Other miscellaneous work described within the plans and specifications including protection of utilities and commercial signs, adjusting valve and meter covers to grade, new storm sewers, inlets and manhole structures, maintenance of traffic signage and flagging as needed.
- City of Bloomington will install the HMA Surface to street and parking lots, but the Contractor shall place concrete patching as needed to street and parking lot areas to leave them ready for HMA overlay. Contractor shall be responsible for adjusting castings within its paving or patching limits to proposed finished grades. Contractor will be responsible for all concrete work.

The project is along the south side of 3<sup>rd</sup> Street on the southeast and southwest corners. As a Bid Alternate, concrete sidewalks, drives and curb work may be extended west an additional 100'. A second Bid Alternate will include the installation of brick pavers on concrete in selected sidewalk areas. These Bid Alternates are shown on the Plans and described in the Quote Form.

**ATTACHMENT B**

**"AFFIDAVIT"**

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:  
has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**  
is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

## Attachment C

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_)

### AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:  
has contracted with or is seeking to contract with the City of Bloomington to provide services; OR  
is a subcontractor on a contract to provide services to the City of Bloomington.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

## **Attachment D**

### **"PROJECT SCHEDULE"**

A project schedule (critical path method) is to be completed for the work and included with the contract as Attachment 'D'. Schedule shall include all controlling operations, and any planned access or entrance closures anticipated during the project. All businesses shall be accommodated as needed to remain open during construction if any ingress/egress areas are affected.

**SECTION X**  
**SPECIFICATIONS**

**Indiana Department of Transportation Standard Specifications Dated 2014 and current supplements thereto, to be used with this project.**

# SPECIFICATIONS

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SECTION 01010  
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Description

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Sidewalks, curbs, and/or integral walk and curb, curb ramps and drive apron along the south side of 3<sup>rd</sup> Street, which includes approximately 116 square yards of sidewalk, 136 feet of concrete curbs, 18 square yards of curb ramps with detectable warning plates, and 37 square yards of concrete drive aprons;
- Associated removal of existing pavements, curbs, storm structures and earthwork including an allowance for up to 5 cubic yards for the removal and replacement of unsuitable subgrade soils if found;
- Temporary erosion control measures on curb inlets;
- Other miscellaneous work described within the plans and specifications including protection of utilities and commercial signs, adjusting valve and meter covers to grade, new storm sewers, inlets and manhole structures, maintenance of traffic signage and flagging as needed.
- City of Bloomington will install the HMA Surface to street and parking lots, but the Contractor shall place concrete patching as needed to street and parking lot areas to leave them ready for HMA overlay. Contractor shall be responsible for adjusting castings within its paving or patching limits to proposed finished grades. Contractor will be responsible for all concrete work.

B. Measurement and Payment:

Work specified in the drawings, specifications and the contract documents, and other work which may be incidental to the denoted work, shall be included as part of contract lump sum price.

Alternate prices, where designated on the Bid Form, shall be provided.

Supplemental Unit Prices, where designated on the Bid Form, shall be provided.

1.02 DEFINITIONS

A. CBU Specifications: "City of Bloomington Utilities – Construction Specifications for Wastewater, Water, and Storm Projects". Current edition as of Bid date.

B. Standard Specifications: "Indiana Department of Transportation (INDOT) Standard Specifications," current version as of bid date, including supplements effective as of the Bid Date.

### 1.03 FORM OF SPECIFICATIONS

A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting "shall," "CONTRACTOR shall," "shall be," and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Except as worded to contrary, perform indicated requirements whether stated imperatively or otherwise.

B. Specifications or requirements of one or more sections may apply or be referenced in other sections.

C. Provide Work described and comply with requirements stated unless specifically assigned to other Contractors, Utilities or OWNER.

### 1.05 USE OF INDOT AND CITY OF BLOOMINGTON STANDARDS

A. The following work (materials and workmanship) shall be governed by the INDOT Standard Specifications:

1. Common Excavation (Section 203.02)
2. Rock Excavation (Section 203.03)
3. Erosion Control (Section 205)
4. Pavement Subbase (Section 304)
5. Bituminous Paving (Section 402)
6. Concrete Pavement (Section 502)
7. Concrete Sidewalks (Section 604)
8. Curbs (Section 605)
9. Traffic Signs, Barricades (Section 801)
10. Other work not specified in these Technical Specifications or in the plans

B. The following work (materials and workmanship) shall be governed by the CBU Specifications:

1. Storm Manholes and Inlets

### 1.06 UTILITY COORDINATION & RELOCATIONS

A. Buried and pole-mounted utilities are present in the project area. In all cases, these lines, cables, watermain or other facilities are to be protected and are not to be disturbed. NO UTILITY RELOCATIONS are anticipated with this project.

### 1.07 CONTRACTOR'S USE OF PREMISES

A. Contact Indiana Underground and other utility locating services as required by law in the locality of the project.

B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from injury or loss. He shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards. All requirements of the Occupational Safety and Health Act are to be followed explicitly and are the responsibility of the Contractor.

C. Assume full responsibility for protection and safekeeping of products under this Contract.

- D. Use areas which are shown as right of way or temporary right of way on the Drawings. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine removal operations to areas within limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving the area clear and available to OWNER and public at all times, except as noted on the Plans. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on sites. CONTRACTOR may use closed portions of streets for short-term storage of materials so long as public will not be using the area during construction. Appropriate traffic control measures must be used at all times when lanes are restricted.
- G. CONTRACTOR may park vehicles inside the workzone at their own discretion and as the work allows.

#### 1.08 CONSTRUCTION PHASING AND MAINTENANCE OF TRAFFIC AND ACCESS

- A. Provide for public access to the area during construction.
- B. Flow of vehicular traffic in the street alongside the project area must be maintained except as noted in the Plans. CONTRACTOR must complete work from within the designated work areas.

#### 1.09 EASEMENTS, LICENSES, AND PERMITS

- A. Copies of any permit approvals obtained by the Contractor will be made available to the OWNER.
- B. Comply with provisions of easements, licenses, and permits.
- C. Perform construction within existing rights-of-way or within limits of easements and construction licenses.
- D. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas. Comply with requirements of owners or maintaining authorities.
- E. Obtain written approval of restoration from easement and construction license grantors shown on Drawings in the form of a "Property Release" in accordance with the following:

1. Notify property owners of restoration completion by certified mail (return receipt requested, with copy to OWNER) similar to following:

"The undersigned CONTRACTOR has completed restoration of construction site on which you have granted easement or license for installation of certain utilities and improvements. If site restoration is not completed to your satisfaction, please contact City of Bloomington Public

Works Department, Attn: Susie Johnson, 401 N. Morton St., Suite 130, Bloomington, Indiana 47404, in writing, and arrangements will be made immediately to view site and restore site in conformance with our Contract obligations.

If City of Bloomington Engineering Department does not hear from you in writing within 5 days from above date, site restoration of your property will be deemed completed and acceptable to you."

(Signature)

(Name of CONTRACTOR)

(Address of CONTRACTOR)

2. Complete Work necessary to satisfy terms of Contract.
3. Failure of property owner to notify OWNER within 5 days, in accordance with above example, does not relieve CONTRACTOR of any obligations under Contract.
4. OWNER will:
  - a. Examine site upon receipt of notice of deficiency.
  - b. Have right to have remaining Work done by contract or force account and deduct cost thereof from moneys due CONTRACTOR should CONTRACTOR refuse to complete restoration Work.
  - c. Waive requirement for obtaining statement if satisfied restoration completed in accordance with Contract Documents.

#### 1.10 STAKING

- A. All staking shall be accomplished by, and at the expense of, the CONTRACTOR.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmark before proceeding to layout the work. Locate and protect existing benchmark and control points. Preserve permanent reference points during construction.
- C. ENGINEER will provide electronic files of the site plans to the CONTRACTOR in electronic format to assist them in doing layout work.

#### 1.11 NOTIFICATION

- A. The CONTRACTOR will be responsible for contacting the following at least 48 HOURS PRIOR to beginning Work (including delivery of materials).

		<u>PHONE</u>	<u>FAX</u>
_____	<b>Mayor's Office</b>	349-3406	349-3455
_____	<b>Council Office</b>	349-3409	349-3443
<u>XX</u>	<b>Planning &amp; Trans.</b>	349-3423	349-3520
<u>XX</u>	<b>Utilities Dept.</b>	339-1444	331-5962
<u>XX</u>	<b>City Police</b>	349-4477	349-3353
_____	<b>IU Police</b>	855-4111	855-1496
<u>XX</u>	<b>Monroe Sheriff</b>	349-2534	349-2828
<u>XX</u>	<b>City Fire Dept.</b>	332-9763	
_____	<b>Perry Twp. Fire</b>	334-7026	336-1166
<u>XX</u>	<b>Blgtn. Twp. Fire</b>	339-1115	339-1120
_____	<b>Van Buren Fire</b>	825-9500	825-9700
<u>XX</u>	<b>Ambulance</b>	336-9894	336-9204
_____	<b>State Highway Dept.</b>	332-1411	332-3368
_____	<b>Ellettsville Sta. #8</b>	876-4819	876-8322
_____	<b>IU President</b>	855-4613	855-9586
_____	<b>Jeff Kaden</b>	855-7030	855-8207
<u>XX</u>	<b>City Transit</b>	332-5688	332-3660

<u>XX</u>	IU Campus Bus	855-8384	855-5984
<u>XX</u>	MCCSC Busses	330-7719	330-7791
<u>XX</u>	Monroe County	349-2555	349-2837
<u>XX</u>	Herald-Times	332-4401	331-4383
<u>XX</u>	Daily Student	855-0763	855-8009
<u>XX</u>	Cable TV	332-9486	330-0107
<u>XX</u>	WTTS/WGTC	332-3366	331-4570
<u>XX</u>	WBWB	332-9292	336-7000
<u>XX</u>	WFIU	855-1357	855-5600
<u>XX</u>	Underground Locations	1-800-382-5544	

#### EMERGENCY

Duke Energy	1-812-337-3035
Vectren	1-800-666-2853
...after hours	1-800-284-4295
AT&T	1-800-480-8088
Dispatch	812-556-3220
Repair	812-556-3000

**Additional notices must be given 24 HOURS PRIOR to the day any street is closed or any utility is temporarily out of service.**

#### 1.12 PROJECT MEETINGS

- A. If requested by Owner, CONTRACTOR will schedule and conduct a **construction progress meeting every two weeks** for the duration of the project. Owner will designate invitees.

#### 1.13 SALES TAX EXEMPTION

Owner is exempt from sales tax on products permanently incorporated in the work. Obtain sales tax exemption certificate number from the Office of the City Controller, 812) 349-3412. Upon completion of the work, file with the Owner, a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Pay legally assessed penalties for improper use of certificate number

PART 2 PRODUCTS  
(Not Used)

PART 3 EXECUTION  
(Not Used)

\* \* \* END OF SECTION \* \* \*

SECTION 01250  
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

A. Submit Schedule of Values.

B. Upon request of ENGINEER or OWNER, support values with data.

1.02 REQUIREMENTS FOR SCHEDULE OF VALUES

A. Provide schedule on 8-1/2 in. by 11 in. paper. CONTRACTOR's standard forms will be considered for approval by ENGINEER upon CONTRACTOR's request.

B. Identify value of component portions of Work in sufficient detail to serve as basis for computing values for progress payments.

C. Provide separate listing of items of General Requirements such as bonds, insurance premiums, mobilization, supervision and layout, temporary construction facilities, contingency, construction schedule, O&M data, record drawings, and submittals.

D. Use CSI format (by Division) to list component items.

E. For each division, list subvalues of major materials, equipment or work.

F. For Various Portions of Work:

1. Each item shall include directly proportional amount of CONTRACTOR'S overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down value into:
  - a. Cost of materials, delivered and unloaded, with taxes paid.
  - b. Total installed value including CONTRACTOR'S overhead and profit.

G. Sum of values listed in schedule shall equal total Contract lump sum.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

\* \* \*END OF SECTION \* \* \*

SECTION 01300  
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

Section includes requirements for submittals including schedules, shop drawings, product data, samples, construction videotaping and photographs, schedule of values, and others.

1.02 PROGRESS SCHEDULES

- A. Prepare and submit Construction Progress Schedule in accordance with General Conditions.
  - B. **No Work shall be done between 7:00 p.m. and 8:00 a.m., nor on Sundays or holidays without written approval from OWNER. Emergency work may be done without prior permission. Night work will NOT be allowed.**
  - C. Prepare schedules in form of horizontal bar (Gantt) chart with a separate horizontal bar for each operation, listed in order of start date.
  - D. Schedule:
    - 1. Show complete sequence of work.
    - 2. Show dates for beginning and completion of each major work element. Elements shall include, as applicable, the following:
      - a. Shop Drawing submittal, review by ENGINEER, and return to supplier.
      - b. Material and equipment order, manufacturer, delivery.
      - c. Performance tests and supervisory services activity.
      - d. Sanitary sewer, storm sewer, watermain, and other utility installation.
      - e. Excavation, backfilling, paving.
      - f. Landscaping work
      - g. Subcontractor's items of Work.
      - h. Restoration.
      - i. Final cleanup.
      - j. Miscellaneous items.
  - E. Revisions:
    - 1. As needed to reflect changes in progress.
    - 2. Indicate progress of each activity at date of submittal.
    - 3. Show changes occurring since previous submittal.
      - a. Changes in scope.
      - b. Activities modified since previous submittal.
      - c. Revised projections of progress and completion.
4. Provide narrative report as needed to define following.
- a. Problem areas, anticipated delays, and impact on schedule.
  - b. Corrective action recommended and its effect.



- c. Effect of changes on schedules of other contractors.

### 1.03 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit in a timely manner, allowing reasonable review time, so not to delay work by contractor or subcontractor.
- B. CONTRACTOR'S Responsibilities:
  - 1. Review Shop Drawings and product data prior to submittal.
  - 2. Determine and verify following.
    - a. Field measurements.
    - b. Field construction criteria.
    - c. Catalog numbers and similar data.
    - d. Conformance with Specifications.
  - 3. Coordinate each submittal with requirements of Work and Contract Documents.
  - 4. Notify ENGINEER in writing of deviations from requirements of Contract Documents.
  - 5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
  - 6. Designate in Progress Schedule, dates for submittal and receipt of reviewed shop drawings and samples.
- C. Submittals shall contain:
  - 1. Date of submittal and dates of previous submittals.
  - 2. Project name and number.
  - 3. Names of:
    - a. CONTRACTOR.
    - b. Supplier and/or Manufacturer.
  - 4. Identification of product, with identification numbers, and Drawing and Specification section numbers.
  - 5. Field dimensions, clearly identified.
  - 6. Identify details required on Drawings and in Specifications.
  - 7. Show manufacturer and model number, give dimensions, and provide clearances.
  - 8. Relation to adjacent or critical features of Work or materials.
  - 9. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
  - 10. Identification of revisions on resubmittals.
  - 11. **8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.**
  - 12. **CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.**
- D. Resubmittal Requirements:
  - 1. Comply with submittal requirements.
  - 2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
  - 3. Identify on transmittal form submittal is resubmission.
  - 4. Shop Drawings and Product Data:
    - a. Revise initial drawings or data and resubmit as specified for initial submittal.
    - b. Indicate changes made other than those requested by ENGINEER.

E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp approval to following.

1. Jobsite file.
2. Record documents file.
3. Other affected Contractors.
4. Subcontractors.
5. Supplier or fabricator.

F. ENGINEER'S Duties:

1. Review submittals in accordance with schedule.
2. Affix stamp and signature, and indicate approval or requirements for resubmittal.
3. Return submittals to CONTRACTOR for distribution or for resubmittal.

#### 1.04 TEST RESULTS AND CERTIFICATIONS

A. Submit test results and certifications required in Specification sections for review of conformance with specified requirements and information.

B. Submit test results upon completion of test or submittal of results from testing laboratory.

#### ~~1.05 OPERATIONS AND MAINTENANCE DATA (O&M Data)~~

~~A. Submit bridge manufacturer's guide for maintenance on the bridge.~~

~~B. Submit O&M Data for traffic signal and related equipment.~~

#### 1.06 PRECONSTRUCTION VIDEO AND PICTURE RECORD AND CONSTRUCTION PHOTOGRAPHS

Prior to construction work commencement, prepare a detailed video taping and photographic log of the pre-construction condition of the project site.

1. Prepare a walkthrough video taping of the project area, narrated as necessary to set location. Discuss specific defects noted.
2. Take color photographs of special features, defects or areas of special concern to supplement video taping.
3. Provide OWNER a copy of the videotapes and photographs for their records.
4. After coordination with OWNER and property owners, prepare same survey of buildings that may be impacted. Enter buildings and record condition of spaces.
5. Conduct this survey to the full limits that are to be disturbed, and include face of all buildings nearest or adjacent to this limit.
6. Invite ENGINEER to participate in this pre-construction recording/photography as an additional witness. ENGINEER is an agent of the OWNER.

#### 1.07 GUARANTEE, WARRANTIES, MAINTENANCE AGREEMENTS AND BONDS

A. Refer to General and Special Conditions for requirements.

#### 1.08 ENGINEER'S ACTION

A. ENGINEER'S Action:

1. General:

- a. ENGINEER will review each submittal, mark with action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR.
- b. ENGINEER will stamp each submittal with action stamp, marked with submittal action.

2. Notification of Insufficient Information:

- a. If information submitted is not sufficient to complete review, ENGINEER will notify CONTRACTOR that additional information is required.
- b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.

B. Action Stamp:

1. Approved: Where submittals are marked as "Approved," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
2. Approved As Noted: When submittals are marked as "Approved As Noted," Work covered by submittal may proceed provided it complies with ENGINEER'S notations and with Contract Documents. Acceptance of Work depends on compliance. Resubmittal not required.
3. Not Approved: When submittals are marked as "Not Approved," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents. Prepare new submittal complying with Contract Documents.
4. Revise and Resubmit: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress. Revise submittal or prepare new submittal in accordance with ENGINEER'S notations. Resubmit without delay. Repeat if required to obtain different action marking.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows.

1. Construction Progress Schedule:
  - a. 2 copies of schedule and each revision.
2. Shop Drawings and Product Data: 3 copies.
3. Test Results: 2 copies.
4. Construction Video and Photos: 1 copy
5. Other Submittals: 3 copies

\* \* \* END OF SECTION \* \* \*

SECTION 01400  
TESTING LABORATORY SERVICES AND MATERIAL APPROVAL

PART 1 GENERAL

1.01 PERFORMANCE REQUIREMENTS

A. Employ and pay for services of independent testing laboratory approved by OWNER to perform testing as described in Specifications. Employment of laboratory shall, in no way, relieve CONTRACTOR's obligations to perform Work of Contract.

B. Related Requirements in Other Parts of Contract Documents: Conduct inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities, Conditions of Contract.

C. Testing Requirements and Frequency of Tests:

1. The testing and material approval requirements for the work included in the Contract are as follows:

a. **Concrete for Pavements, Curbs, Sidewalks and Drives:**

- 1) Mix Design, Admixtures, Aggregates and Cement – from INDOT pre-approved list and/or certified aggregate producers
- 2) Liquid Membrane Curing Materials – Type C Certification or INDOT pre-approved list.
- 3) Per day of concrete pouring, one each air test and slump test.

b. **Compacted Aggregate Base**

- 1) Gradation – Material from an INDOT Certified Aggregate Producer, or provide certified material gradation test demonstrating compliance with INDOT material requirements, meeting allowable gradations noted in Section 02300.
- 2) Density – One density test on each lift of compacted aggregate used as base, at the following frequencies:  
Drives – 1 per drive  
Sidewalk – 1 per 300' of sidewalk, minimum 1 per segment

c. **~~Topsoil and Sodding~~**

- ~~1) For every source of topsoil to be used on site, including in-situ materials, provide certified laboratory test of topsoil in accordance with Section 02900 that identifies soil amendment needed to meet specifications.~~
- ~~2) Sodding shall come with a tag or written certification showing compliance with INDOT Standard Specifications for Nursery Sod.~~

d. **Asphalt Pavement Materials**

- 1) Source must be a certified producer of HMA materials per INDOT requirements.

e. **Other Materials**

- 1) Where this Section is silent, approval of other materials will be in accordance with other Sections of these Technical Specifications or with the applicable City or INDOT Standard Specifications.

1.02 QUALIFICATION OF LABORATORY

- A. Meet basic requirements of ASTM E329.
- B. Licensed to operate in Indiana.
- C. Testing Equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either National Bureau of Standards or other Accepted values.

1.03 LABORATORY DUTIES

- A. Cooperate with OWNER and CONTRACTOR; provide qualified personnel to perform Work after due Notice to Proceed.
- B. Perform specified inspections, secure samples, and test materials.
  1. Comply with specified standards.
  2. Ascertain compliance of materials with Contract Documents.
- C. Promptly notify OWNER and CONTRACTOR of observed irregularities or deficiencies of Work, equipment or material.
- D. Promptly submit written report of each test and inspection; one copy each to ENGINEER, OWNER, material supplier, and CONTRACTOR, and one copy to record document file. Each report shall include
  1. Date issued
  2. Project title and number.
  3. Testing laboratory name, address, and telephone number.
  4. Name and signature of laboratory inspector.
  5. Date and time of sampling or inspection.
  6. Date of test.

7. Identification of product and Specification section.
  8. Location of sample or test in Project.
  9. Results of tests and compliance with Contract Documents.
  10. Interpretation of test results, when requested by ENGINEER.
- E. Perform additional tests as required by OWNER or CONTRACTOR.

#### 1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
1. Release, alter or enlarge on requirements of Contract Documents.
  2. Approve any portion of Work.
  3. Perform duties of CONTRACTOR.

#### 1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Provide to laboratory preliminary design mix proposed to be used for concrete and other material mixes which require control by testing laboratory.
- C. Furnish copies of product test reports.
- D. Furnish incidental labor and facilities.
1. Provide access to Work to be tested.
  2. Obtain and handle samples at Project site or at source of product to be tested.
  3. Facilitate inspections and tests.
  4. Store and cure test samples.
- E. Notify laboratory and OWNER sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- F. Make arrangements with laboratory and pay for additional samples and tests required for CONTRACTOR'S convenience.
- G. Employ and pay for services of testing laboratory to perform additional inspection, and testing required when initial tests indicate Work does not comply with Contract Documents.

\* \* \* END OF SECTION \* \* \*



SECTION 01500  
TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL). Term "NRTL" shall be as defined in OSHA Regulation 1910.7. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.
- B. Regulatory Requirements: National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.
- C. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 PRODUCTS

2.01 TEMPORARY TELEPHONE SERVICE

Ensure a cell phone is available so the OWNER and ENGINEER may contact CONTRACTOR at any time.

2.02 WATER FOR CONSTRUCTION

- A. CONTRACTOR shall make arrangements for water during construction. Water is not available from hydrants unless the Contractor makes its own arrangements with the Water Utility.
- B. Use only special hydrant operating wrenches to open hydrants. Make certain hydrant valve is open full. If hydrants are damaged, CONTRACTOR shall be responsible and shall notify appropriate agency so damage can be repaired as quickly as possible. Fire hydrants shall be completely accessible to Fire Department at all times.

2.03 WATER FOR TESTING

CONTRACTOR shall provide water necessary for testing prior to acceptance of Work, unless specifically stated otherwise in Specifications.

2.04 SANITARY FACILITIES

- A. No sanitary facilities are available on site. **Do not use adjacent businesses' facilities.**

B. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of OWNER'S, CONTRACTOR'S and Subcontractor's employees.

C. Maintain in sanitary condition.

#### 2.05 TEMPORARY FIRE PROTECTION

Provide and maintain in working order, minimum of one fire extinguisher on each vehicle or piece of major equipment, and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires by personnel at Project site.

#### 2.06 TEMPORARY SITE AND OTHER ROADS

Maintain public roads used during construction free from accumulations of dirt, mud and construction debris resulting from construction operations. Roads shall be considered "maintained" when material has been scraped with a backhoe or similar equipment and removed by a sweeper.

#### 2.07 SECURITY

A. Security will not be provided by OWNER.

B. CONTRACTOR shall be responsible for loss or injury to persons or property where Work is involved, and shall provide security and take precautionary measures to protect CONTRACTOR'S and OWNER'S interests.

#### 2.09 TEMPORARY PARKING

A. There shall be no parking on Project site except within areas that are otherwise unavailable to the public and designated by barricades, drums or workzone fencing. **CONTRACTOR WILL NOT PARK IN DRIVEWAYS, ALLEYS, OR IN SPACES THAT ARE OTHERWISE DESIGNATED FOR LOCAL PUBLIC USE, UNLESS PART OF THE DESIGNATED WORKZONE AND AUTHORIZED BY OWNER.**

#### 2.10 TEMPORARY FENCING

A. Provide and maintain temporary fencing sufficient to discourage trespass by CONTRACTOR onto private property and by public onto construction site.

B. Fencing shall be 4' plastic construction fencing mounted on temporary posts.

#### 2.11 PROJECT IDENTIFICATION

Locate any OWNER-provided signs where designated by OWNER.

## PART 3 EXECUTION

### 3.01 GENERAL

Maintain and operate systems to ensure continuous service.

### 3.02 REMOVAL AND RESTORATION

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or original condition.

### 3.03 DAMAGE TO EXISTING PROPERTY

- A. CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, pavements, and other existing assets. The Contractor is reminded of the requirement for the collection of a pre-construction video or pictures which may be used to verify that damage existed prior to the Contractor's work on site. Documentation of existing damage is strongly encouraged, to include notification of the Owner or Engineer to ensure the damage is viewed prior to disturbance in the area.

\* \* \* END OF SECTION \* \* \*

SECTION 01550  
ENVIRONMENTAL PROTECTION AND EROSION CONTROL PLAN

**Description**

This work shall consist of meeting the requirements of the various federal, state and local regulatory agencies that have jurisdiction over the conduct of the work. CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Section includes detailed requirements for the implementation of the Erosion Control Plan.

Erosion Control Plan for this project has been provided in the Plans and may be implemented by Contractor without modification if desired. Contractor shall be responsible for any subsequent changes or deviations from the plan and for ALL activities conducted off-site from the project area.

**Construction Requirements**

**A. GENERAL.**

1. CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Contractor must comply with the terms of all permits granted for the project.
2. Observe rules and regulations of City of Bloomington, Monroe County, State of Indiana and agencies of U.S. Government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
3. ~~Provide measures in accordance with approved Erosion Control Plan and any permits received. When an Erosion Control Permit is in place or needed, CONTRACTOR shall assume the responsibilities of the "Operator", as designated by IDEM and shall be responsible for the full implementation and conduct of the Erosion Control Plan that was submitted to and approved by IDEM to satisfy "Rule 5" requirements on behalf of the City. IDEM's Notice of Sufficiency and attachments, if applicable, are hereby incorporated by reference and are a binding part of the work by the CONTRACTOR.~~
4. Prevent construction material, pavement, concrete, earth, sediments or other debris from entering storm sewers, inlets, manholes or culverts. Make adjustments to erosion control measures based on actual field performance after consultation with Owner. Follow the Erosion Control Plan, modifying it to site conditions and work sequencing if needed to keep work in compliance with applicable state and local requirements.

**B. EROSION CONTROL / PROTECTION OF STORM SEWERS & WATERWAYS**

1. SEQUENCING / TIMING REQUIREMENTS OF EROSION CONTROL MEASURES:
  - a. Discuss the responsibility for implementation of the Erosion Control Plan at the Preconstruction meeting. Identify Contractor's responsible personnel and contact information.
  - b. Provide a phasing plan of the work to identify what measures need to be in place to provide downstream or down slope protection for each phase.
  - c. Post applicable permits from all state, local and federal agencies at the site as required.

- d. ~~Construction Temporary Gravel Entrances to site as shown on the Plans. Use these for ingress/egress of implementation of all additional measures.~~
- e. **Based on Contractor's work area phasing plan, provide erosion control in the following general sequencing:**
  - i. Provide erosion control measures, in place, before commencing work on project site (applies to each work area).
  - ii. ~~Where silt fencing is called for, install it as shown on the plans prior to disturbing upslope areas.~~
  - ~~iii. Provide straw bale protection to existing culverts prior to ground disturbance upstream of that culvert~~
  - iv. ~~Topsoil shall be removed from areas of construction and stockpiled in a manner that prevents erosion and loss of materials. Topsoil will be redistributed on the project site prior to final grading and seeding. Excess topsoil is to be hauled off site to an approved clean fill facility by the Contractor.~~
  - v. When new storm inlets or culverts are installed and in service, place temporary erosion control protection as soon as practicable, but not more than 24 hours after inlet or culvert is placed in service.
  - vi. Install Straw Bale Ditch Checks in ditches and at the upstream end of culverts within 24 hours of rough grading the ditch or installing the culvert.
  - vii. ~~Install permanent Geotextile and Riprap at culverts within 48 hours of pipe installation.~~
  - viii. ~~Complete temporary or permanent stabilization of slopes greater than 3:1 within 7 calendar days following initial soil disturbance. Stabilize other disturbed or graded areas within 14 calendar days. Permanent stabilization is desirable and shall be installed in these time limits. If permanent seeding cannot be installed, temporary seeding must be installed. Note that no additional payment will be made for Temporary Seeding. Any Temporary Seeding shall be included in the cost of Permanent Seeding.~~
  - ix. Prior to suspension of construction operations for appreciable lengths of time, the Contractor shall shape the earthwork in a manner that will permit storm runoff with a minimum of erosion. Unless otherwise provided for in the Contract, temporary erosion control measures will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor covered under the various Contract items of work.

## 2. MAINTENANCE OF EROSION CONTROL MEASURES

- a. Maintain and replace erosion control measures as needed during construction. Erosion Control Measures will be inspected and repaired as needed at least once a week and after every rain event. Inspect to verify that erosion and sedimentation are being controlled by the measures in use. Implement more aggressive measures if and where needed after consultation with Owner's representative.
- b. Maintain erosion control measures until the establishment of permanent, surface stabilization or turf.

- c. Maintain access to the site at planned construction entrances only. Prevent tracking of mud, stone, dirt and debris onto public roadways. Clean roads as necessary, but inspect at least once daily. Street cleaning will not be paid for directly, but shall be included in the cost of various items of the Contract.
- 3. OFFSITE POLLUTION PREVENTION PLAN
  - a. The Contractor shall provide the offsite pollution prevention plan that addresses all of the following areas outside of right-of-ways: Utility relocation areas, Material hauling and transportation routes/roads, Borrow pit, Temporary staging and material stockpile areas, Temporary disposal areas for waste materials.
  - b. The offsite pollution prevention plan shall include all applicable maps, drawings and necessary erosion control measures that will be used. **The offsite pollution prevention plan shall be submitted to the Owner and Engineer within 48 hours of receiving notice to proceed.**
- 4. EROSION CONTROL MATERIAL AND WORKMANSHIP REQUIREMENTS
  - a. Inlet Protection – INDOT Standard Specifications Sec. 205.
- 5. DISPOSAL OF EXCESS EXCAVATED SOILS AND OTHER WASTE MATERIALS
  - a. Excess excavated material not required or not suitable for backfill, and other waste material, shall be disposed of in accordance with local regulatory requirements.
  - b. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be taken to a site licensed to receive that material.
  - c. Concrete Washout: Perform washout of concrete trucks offsite ONLY. Do not allow excess concrete to be dumped on site.
- 6. PROTECTION OF AIR QUALITY
  - a. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
  - b. Do not burn trash on construction site.
  - c. If temporary heating devices are necessary for protection of Work, they shall not cause air pollution.
- 7. USE OF CHEMICALS
  - a. Chemicals used or furnished during construction, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall be approved by U.S. EPA or U.S. Department of Agriculture or other applicable regulatory agency.

- b. Use and disposal of chemicals and residues shall comply with manufacturer's instructions.
8. NOISE CONTROL
- a. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
  - b. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
  - c. Equip gasoline or oil-operated equipment with mufflers on intake and exhaust lines.
  - d. Line storage bins and hoppers with material that will deaden sounds.
  - e. Conduct dumping and carrying rock in trucks so to cause minimum noise and dust.
  - f. Route vehicles carrying rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 7:00 p.m. and 8:00 a.m. unless approved by OWNER.
9. DUST CONTROL
- a. Due to close geographic location of project to other off-site facilities take special care in maintaining temporary haul routes, OWNER'S existing roads, and public roads used during construction in clean, dust free condition.
  - b. Comply with local environmental regulations for dust control. If CONTRACTOR'S dust control measures are considered inadequate by OWNER, OWNER may require CONTRACTOR to take additional dust control measures.
10. LEAKS AND SPILLS OF FUELS AND LUBRICANTS
- a. Spill Response: In the event of a spill, Contractor shall immediately take action to prevent the spread of contaminants. While it is difficult to predict the nature and size of a spill, typical containment methods may include placing a temporary berm, emergency trench or other feature to stop and hold the contaminants until appropriate cleanup can occur.
  - b. Absorbent pads and excavation of contaminated soils to a licensed waste facility are typical measures needed. Perform any cleanup, including those measures directed by jurisdictional agencies, at no cost to the Owner.
  - c. Contactor will Contact the following agencies as part of the reporting requirements and shall respond and implement any further instructions from these agencies:
  - d. In the event of real or perceived hazard to health or safety, contact immediately: City of Bloomington - Emergency Services 911  
Also contact the following within 2 hours:  
City of Bloomington – Utilities Department, MS4 812-339-1444  
Indiana Department of Environmental Management 888-233-7745  
Indiana Department of Natural Resources - Division of Water 317-232-4160  
Monroe County Soil & Water Conservation District – 812-349-2046

- e. Inspect onsite vehicles and equipment daily at the startup for leaks, and repair immediately. Report spills or leaks from fueling equipment or construction equipment to OWNER and cleanup as required. OWNER may require CONTRACTOR to remove damaged or leaking equipment from Project site.
- f. Comply with local, state and federal regulations concerning transportation and storage of fuels and lubricants. Properly dispose of used oils, fluids, lubricants and spill cleanup materials. Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- g. Onsite vehicle and equipment fueling should only be used where it is impractical to send vehicles and equipment offsite for fueling. Drip pans and absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area. Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended. Federal, state, and local requirements should be observed for any stationary above ground storage tanks.
- h. Do not conduct equipment repairs and maintenance on the project site, except as required to mobilize or recover the equipment to make it possible to transport it to an off-site repair facility. If maintenance must occur on site, the area where repairs are to be made must be located away from drainage courses. Drip pans and/or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- i. If any soils are contaminated with fluids during the construction operation, use absorbent pads or other approved method to remove as much of the material as possible, then remove the soil itself. Transport and dispose of such materials by an approved method and dispose of at a facility licensed to receive such materials.

END OF SPECIAL PROVISION



SECTION 01700  
PROJECT CLOSEOUT AND RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Maintain at site one record copy of:

1. Drawings.
2. Project Manual.
3. Addenda.
4. Change orders and other modifications to Contract.
5. ENGINEER or OWNER field orders, written instructions, or clarifications.
6. Approved submittals.
7. Field test records.
8. Construction photographs.
9. Associated permits.

1.02 SUBMITTALS

A. At Substantial Completion, CONTRACTOR shall provided one marked up set of record documents to the OWNER.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store record documents and samples in CONTRACTOR'S office apart from documents used for construction.
1. Provide files and racks for storage of documents.
  2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available for inspection by ENGINEER or OWNER.
- D. Failure to properly maintain record documents may be reason to delay a portion of progress payments until records comply with Contract Documents.

3.02 RECORD DOCUMENTS

A. Label each document "PROJECT RECORD" in neat, large printed letters.

- B. Annotate a record set of Drawings and Specifications to show all changes made during construction. Graphically depict changes by modifying or adding to each plan sheet(s) affected by changes.
- C. Record information concurrently with construction progress.
  - 1. Do not conceal Work until required information is recorded.
  - 2. Record changes made by Written Amendment, Field Order, or Change Order.
- D. Drawings and Specifications:
  - 1. Drawings:
    - a. Mark Drawings with horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    - b. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
    - c. Field changes.
    - d. Details not on original Drawings.
    - e. Size of equipment and location including connections.
  - 2. Specifications:
    - a. Mark Specification sections to show substantial variations in actual Work performed. Give particular attention to substitutions, selection among options and similar information for work that is concealed or cannot otherwise be readily discerned later by direct observation.
    - b. Note related record drawing information and Product Data.

\* \* \* END OF SECTION \* \* \*

SECTION 02300  
EXCAVATION, TRENCHING, BACKFILL & GRADING

## 1 PART 1 – GENERAL

### 1.01 SUMMARY

- A. Section describes requirement for excavation, filling, and rough and finish grading of the site to the elevations shown on the Drawings and as needed to meet the requirements of the Contract Documents.
- B. Section describes the requirements for excavation and backfilling for structures.

### 1.02 DEFINITIONS

- A. Influence Zone Under Footings, Foundations, Pavements, or Sidewalks: Area below foundation or pavement or sidewalk subbase bounded by 1 horizontal to 2 vertical slope extending outward from 1-ft beyond outer edge of foundation or pavement or sidewalk subbase.
- B. Influence Zone Under Piping or Electrical Ducts: Area below limits bounded by line 6 in. below pipe or electrical duct and by 1 horizontal to 2 vertical slope extending outward from that line 1-ft beyond outer edge of pipe or duct.
- C. Unsuitable Material: Topsoil, peat, organic soils, and materials containing slag, cinders, foundry sand, debris, and rubble or soil with less than required bearing capacity as determined by ENGINEER.

### 1.03 SUBMITTALS

- A. Compaction Test Results with certification that results meet Specifications.

### 1.04 QUALITY ASSURANCE

- A. Testing shall be by an independent testing laboratory approved by the OWNER in accordance with INDOT Standard Specifications, this section, and Section 01400.

### 1.05 UTILITY PROTECTION

- A. Notify owners of above or below ground utilities encountered during excavation, trenching or grading operations.
- B. Cap and remove or relocate services in accordance with instructions of owners of such utilities.
- C. Protect, support, and maintain conduits, wires, pipes or other utilities that are to remain in accordance with requirements of owners of such utilities.

## 2

## 3 PART 2 – PRODUCTS

## 2.01 FILL MATERIALS

### A. Engineered Fill:

1. **Materials meeting the requirements of INDOT Standard Coarse Aggregates No. 2, or No. 53 shall be considered to satisfy this specification.**

B. Flowable Fill: Conform to requirements of Section 213 and related materials specifications in the INDOT Standard Specifications.

C. Pipe Bedding: crushed aggregate meeting requirements for No. 11s or 12s in the Standard Specifications.

D. Earth Fill: Natural soils free of topsoil, wood, peat, cinders, organic and deleterious matter or other rubbish. Acceptable materials include silt, silty clays and clays, including organic clays and silts of medium to high plasticity and liquid limits. Soil types MH, ML, CH and CL are included in this class.

E. For areas 5 feet outside of influence zones as defined above, backfill may include the use of earth fill (to the extent shown on the drawings).

## 2.02 TOPSOIL

A. Per Section 02900.

## 2.03 PIPE BEDDING MATERIALS

A. Subgrade stabilization aggregate, if required, shall be INDOT No. 53 or No. 2 crushed stone.

B. Pipe bedding material shall be No 11 or No. 12 Crushed Stone per the plans.

~~C. Bedding for manholes shall be INDOT No. 2 crushed stone.~~

## 2.04 SHEETING, SHORING, AND BRACING

A. Type, design, detail, and installation of sheeting, shoring, and bracing shall be determined by and sole responsibility of CONTRACTOR.

# 4 PART 3 – EXECUTION

## 3.01 EXAMINATION

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work such as areas loosened by frost or softened by flooding or weather, or existence of unsuitable material. Do not proceed until unsatisfactory conditions are corrected.

~~B. Proof roll with a medium weight roller and examine surfaces to receive fill and subgrades within influence zone to determine existence of soft areas, areas loosened by frost action or softened by flooding, groundwater or weather or existence of unsuitable materials.~~

## 3.02 PREPARATION

- A. Notify utilities, corporations, companies, individuals, or authorities owning above or below ground conduits, wires, pipes or other utilities running to property or encountered during excavating operations. It will be the utility's responsibility to move conflicting utilities unless otherwise indicated by the ENGINEER.
- B. Fill settled areas where excavations or trenches were backfilled and holes made by demolition, tree removal, and site preparation.
- C. Proof roll areas to receive fill material to detect soft or loose zones prior to placing fill. Remove and replace soft or loose zones.
- D. Natural soils or fill softened by frost, flooding or weather shall be removed and replaced.
- E. Remove unsuitable material within influence zone under footings, foundations, pavements, sidewalks, piping or electrical ducts. Remove frozen soils within influence zone. Replace with well-compacted Engineered Fill.
- F. Keep construction site free draining.
- G. Plow, step, or bench slopes steeper than 1v:4h. Disc level surfaces.

### 3.03 SHEETING, SHORING, AND BRACING

- A. Whenever necessary to prevent caving during excavation and to protect adjacent piping, structures, property, workers, and the public, and where specifically noted herein; excavations shall be sheeted, shored, and braced.
- B. When sheeting, shoring, and bracing is required, install to prevent soil from entering excavation below or through sheeting.
- C. Keep sheeting, shoring, and bracing in place until structure is placed, tested, and backfilled.
- D. Remove sheeting, shoring, and bracing in manner not damaging to structure or permitting voids within backfill. Fill voids with sand or approved material.
- E. Fill settled areas after sheeting, shoring, and bracing has been removed.

### 3.04 ROCK EXCAVATION

- A. Rock excavation shall be in accordance with Section 203.03 of the Standard Specifications.
- B. Blasting or other use of explosives is NOT allowed.

### 3.05 DEWATERING

- A. CONTRACTOR shall dewater excavation site prior to trenching or excavation and shall maintain groundwater min. 12 in. below bottom of trench or excavation.
- B. CONTRACTOR is responsible for choosing method of groundwater control.
- C. If CONTRACTOR chooses to use deep wells or well points, wells and well points shall be designed, installed, and operated to prevent removal of in-situ materials.
- D. Keep construction site free-draining. Keep excavations free of water.
- E. Remove soil disturbed by pressure or flow of groundwater.
- F. Maintain dewatering system to prevent uplifting of or damage to structures.
- G. Protect adjacent utilities, structures, and properties from damage resulting from dewatering operations.
- H. Drill, maintain, and abandon dewatering wells in accordance with federal, state, and local ordinances.

### 3.06 EXCAVATION

- A. Perform excavation to the lines, grades, and elevations indicated and specified herein. **Contractor shall inform the OWNER immediately in the event that soils are suspected to be contaminated by any foreign or potentially hazardous substance.**
- B. Method of excavation shall be consistent with soil types encountered and result in undisturbed subgrade. Loosened soils shall be recompacted or removed and replaced.
- C. Excavation of Rock:
  - 1. Where rock, boulders, or similar material is encountered, and cannot be removed or excavated by conventional earth moving or ripping equipment, remove or excavate such material by means which will not endanger buildings or structures on or off the site, and only after consultation and approval by OWNER.
  - 2. Do not use explosives.
- D. Cut ditches and gutters accurately to the cross sections, grades, and elevations shown.
- E. Protect excavated areas from freezing.
- F. Trench Tolerances:
  - 1. Maximum width of trench at top of pipe shall be outside diameter of pipe plus 24 in. When sheeting, shoring, and bracing required, width of trench may be increased, provided provisions for excess trench width are met.
  - 2. Where trench width below top of pipe exceeds specified limit, CONTRACTOR shall furnish pipe with strength adequate for actual trench width.
  - 3. Minimum trench width shall be outside diameter of pipe plus 18 in.
  - 4. Top of concrete encasement for electrical duct or top of conduit shall be minimum of 24-in. below final grade or as shown on Drawings.
- G. Do not excavate within influence zone of existing footings or foundations without prior approval of ENGINEER.

H. Excavation through Rigid Pavement:

1. Remove pavement min 1 ft beyond anticipated edge of excavation.
2. Saw cut pavement to ensure straight joint.
3. Pavement replacement shall match existing.

3.07 FILL USAGE

- A. Engineered: Within influence zone under foundations, pavements, sidewalks, piping or electrical ducts.
- B. Earth: Other areas not previously specified.
- C. Bedding Material:
1. Bedding material shall be placed over the entire width of the trench bottom such that after the pipe has been placed thereon, imbedded to grade and aligned, there remains a 4 inch minimum depth of material below the pipe barrel and a minimum of 4 inches below the bell.
  2. Excavate bell holes so that the entire pipe barrel rests on the bedding.
- D. Cover Material shall be placed to the limits shown on the drawings.
- E. Within pipe trenches under pavements and sidewalks and within piping or electrical duct influence zone, Concrete Class A shall be used.
- F. Free-Draining: Where noted in Drawings. (NOT APPLICABLE)

3.08 PLACING FILL

- A. Notify ENGINEER before placing fill material.
- B. Do not use frozen material or place fill on frozen subgrade.
- C. Do not operate power-operated earth moving equipment closer to foundation walls or other structures than distance equal to ½ height of fill above footing.
- D. Do not backfill until concrete is properly cured and has reached design strength, coatings approved, and required tests accepted.
- E. Place fill against foundation walls enclosing interior spaces after construction such as cross-walls, beams, or slabs are in-place to brace wall and such construction has reached its design strength.
- F. Place fill simultaneously on both sides of free standing structures.
- G. Where pipes or electrical ducts cross, protect piping or ducts at higher elevation by backfilling within influence zone of higher pipe or duct with INDOT B-Borrow.
- H. Where pipes or ducts leave structures, protect by backfilling within influence zone of pipe or duct with INDOT B-Borrow.
- I. Stop backfill at specified grade to allow for placing topsoil or sidewalk or pavement subbase.

- J. Place and compact fill, bedding and cover materials in lift thickness and to densities listed.  
Degree of compaction: ASTM D1557, Modified Proctor.  
1. Moisture Content: Within 3% of optimum.

4.1 Location	4.2 Maximum Lift Thickness (in.)	Modified Proctor (%)
Footing, or Foundation Slab Influence Zone	8	96 min
Floor Slab Influence Zone	8	90 min
Sidewalk, Pavement, Piping, or Electrical Duct Influence Zone	8	95 min
Lawn and Landscaped Areas	12	80 min, 90 max

- K. Free-draining fill below tanks and foundations shall be compacted in max 8-in. lifts with min 10-ton smooth vibratory roller. Make a min of 3 passes in each direction. In areas not accessible to roller, compact with equipment acceptable to ENGINEER.

- L. Compaction of ANY fill by flooding is not acceptable.

### ~~3.09 ROUGH GRADING~~

- ~~A. Grade to 4 in. below finished grade in areas to receive topsoil. Cultivate subgrade to depth of 6" where topsoil is to be placed.~~
- ~~B. Grade to bottom of base course in areas to receive sidewalk or paving.~~
- ~~C. Rough grading, including excavated or filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.~~

### ~~3.10 FINISH GRADING~~

- ~~A. Owner or Engineer must approve subgrade prior to the placement of topsoil.~~
- ~~B. Uniformly grade the areas within limits of grading, including adjacent transition areas, with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.~~
- ~~C. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8 ft, unless adjacent construction will not permit such a transition, or if such a transition would not drain properly.~~
- ~~D. Grade areas adjacent to buildings or structures to achieve drainage away from the structures, and to prevent ponding.~~
- ~~E. Maximum allowable variation from design elevation is 1 in. in 10 ft.~~
- ~~F. Use topsoil in relatively dry state. Place during dry weather.~~
- ~~G. Fine grade the topsoil, eliminating rough or low areas to ensure positive drainage. Maintain levels, profiles and contours of the subgrade.~~



~~H. Remove stone, roots, grass, weeds, debris and other foreign material while spreading. **All stones over 3/4" diameter shall be raked out and removed.**~~

~~I. Manually spread topsoil around trees to prevent damage to root systems. Lightly compact the placed topsoil.~~

### 3.11 DISPOSAL OF EXCESS MATERIALS

A. Remove surplus aggregate, fill and topsoil from site. Dispose of at a location licensed to receive such materials as arranged by CONTRACTOR, in accordance with all applicable federal, state, and local regulations.

### 3.12 MAINTENANCE

A. Protection of Newly Graded Areas:

1. Protect newly graded areas from traffic and erosion, keep free of trash and weeds.
  2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

\* \* \* END OF SECTION \* \* \*

SECTION 02700  
CONCRETE CURBS, GUTTERS, SIDEWALKS AND RAMPS

## 5 PART 1 - GENERAL

### 1.01 SUMMARY

- A. Section describes requirements for cast-in-place concrete curbs, curb and gutter, curb turnouts, sidewalks, curb ramps and related miscellaneous concrete. **Section also lists the requirements for Detectable Warning Plates that are to be installed in curb ramps.**

### 1.02 DEFINITIONS

INDOT Specs: Indiana Department of Transportation Standard Specifications, current edition.

### 1.03 QUALITY ASSURANCE

- A. Concrete testing shall be as specified in Section 01400.

## 6 PART 2 - PRODUCTS

### 2.01 FORMS

- A. Forms shall conform to the requirements of Sections 604.03(b) and 605.04(b) of the Standards Specifications.

### 2.02 REINFORCEMENT

- A. For curbs: Not applicable.
- B. For sidewalks and ramps: Reinforcing shall be polypropylene fibers from Fiber Mesh, Inc., or equal Section 910.01 of the INDOT Specs.
- C. Welded wire fabric shall not be used.

### 2.03 CONCRETE

- A. Concrete: Portland Cement Concrete shall be Class "A" concrete, conforming to Section 702 of the INDOT Specs and the requirements of this section. Provide concrete with the compressive strength of at least 4000 psi (tested in accordance with ASTM C 39 for 28 day compressive strength) unless noted otherwise.
- B. Curbs and gutters shall be in accordance with the cross-section shown on the plans.
- C. Unless otherwise shown on the Drawings, sidewalks and curb ramps shall be a minimum of 4 inches thick, except at driveway crossings, where sidewalks shall be a minimum of 6 inches thick.

## 2.04 BASE MATERIAL

- A. Base Material: Base material shall conform to Section 904.02 of the INDOT Specs for #53 Crushed Stone.

## 2.05 OTHER MATERIALS

### A. Curing Compounds:

- 1. Curing materials and methods shall meet the requirements of Section 912 of the INDOT Specs.

### B. Preformed Expansion Joint Material:

- 1. Shall meet the requirements of ASTM D 1751.
- 2. Shall be 1/2" thick and premolded.
- 3. Shall be in accordance with the cross-section of the curb and gutter, or sidewalks on the plans.

### C. Joint Sealant:

Self-leveling polyurethane sealant: Sonneborn's "Sonelastic SLI" ASTM C-920, Type S, Grade P, Class 25, Limestone color, or equal.

### **D. Detectable Warning Plates shall be cast iron.**

# 7 PART 3 - EXECUTION

## 3.01 SURFACE CONDITIONS

- A. Existing curb or sidewalk which is to remain in place is to be sawcut at a joint nearest the construction limits prior to any adjacent removals.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

## 3.02 BASE COURSE

- A. Prepare in accordance with Standard Specifications.

## 3.03 MIXING CONCRETE

- A. Preparation and mixing of concrete shall be in accordance with Sections 702 for Class A concrete of the INDOT Specs.

## 3.04 PLACING CONCRETE

- A. Placing of concrete shall be in accordance with Sections 604.03 and 605.04 of the Standard Specifications.

## 3.05 CONSOLIDATION

- A. Consolidation and vibration of concrete shall be in accordance with Section 702.20 (b) of the Standard Specifications.

3.06 CONCRETE FINISHING

- A. Finishing of concrete curbs (or curbs and gutters) shall be in accordance with Section 702.21 of the Standard Specifications.
- B. Install Detectable Warning Plates in the concrete prior to finishing per manufacturer's specifications.

3.07 PROTECTION FROM FREEZING

- A. Concrete placed when the atmospheric temperature is 35°F, or is expected to drop below 35°F during the curing period, shall conform to the provisions of Section 702.11 of the INDOT Specs.

3.08 REMEDIAL WORK

- A. Repair or replace deficient work as directed by the ENGINEER and at no additional cost to the OWNER.

\* \* \* END OF SECTION \* \* \*

SECTION 04050  
BRICK PAVING (BID ALTERNATE 2 ONLY)

**Description**

This work shall consist of providing a brick pavement atop a concealed concrete pavement as shown on the Plans. The City will provide new bricks for this project.

**Materials**

Clay brick pavers as identified on the plans will be provided by the City. These are the only bricks that shall be used. The pavers shall be delivered to the project site by the City or the property owner.

Appropriate protection of the bricks shall be the responsibility of the Contractor once they are delivered on site. The Contractor shall take reasonable means to prevent theft and vandalism of materials, to include limiting materials on site to the day's work or otherwise securing uninstalled bricks. When needing bricks to be delivered, and with 5 business days' notice, the Contractor shall contact Roy Aten at 812-327-3340, or [atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov).

The asphalt mastic under the bricks and atop the concrete pavement shall be a mixture of Fine Sand (No. 15s or approved equal) and roofing asphalt, mixed so that it is 7% asphalt, 93% sand.

The material for the joint filler shall be sand meeting the requirements of No. 15 or a similar approved gradation.

Joint Sand Stabilizer: The joint sand stabilizer shall be an epoxy resin or polyurethane resin product, capable of penetrating the joint sand prior to polymerization. It shall be packaged and sold as a breathable joint sand stabilizing sealer, and it shall seal the top surface of the paver joints without causing discoloration, noticeable sheen or the coefficient of friction to fall below that typical for the pavers. Product shall serve the dual purpose of sealing the pavers without discoloration.

Acceptable joint sand stabilizers include:

Surebond SB-1300 as manufactured by Surebond, Inc., 500 E. Remington Rd., Schaumburg, IL 60173 (Phone 847-843-1818;

TAMTECHseal – Natural Finish as manufactured by Tamarron Technology, Inc., 8044 Montgomery Road, Suite 700, Cincinnati, OH 45236 (Phone 800-845-9491)

BP Pro Natural Joint Stabilizing Sealer as manufactured by B.P. Pro, 2941 W. MacArthur Blvd, Santa Ana, CA 92704 (Phone 714-258-0800)

Delivery and storage of this material shall be per manufacturer's specifications.

**Construction Requirements**

Brick pattern shall be as shown on the Plans.

Construction activities will not be allowed on the PCCP until the pavement has attained the required strength per 501.23(A).

Bricks placed alongside castings shall receive the same joint material or bond breaker as is required for the concrete pavement below it. While it is preferred that expansion joint materials be a single unit that extends through both the concrete and brick pavements, it is allowable to place these separately so long as one is placed directly above the other, and that the top of the expansion in the concrete layer be neat and uniform prior to the

placement of expansion above it. No gap shall be allowed between them, and the lower material shall be trimmed and patched if necessary to eliminate all gaps.

The concrete pavement shall be laid at a uniform 1% minimum, 2% maximum slope toward the roadway. Requirements for the concrete under bricks shall comply with the material and other requirements of sidewalk except as shown on the Plans.

The asphalt mastic layer shall be troweled to a  $\frac{1}{4}$ " uniform thickness across the entire laying bed area. Bricks, once set upon the mastic and pressed into place, shall provide a flush upper surface with adjoin bricks and concrete areas.

The approval of the Engineer shall be obtained for the brick placement prior to the addition of the joint filler sand. The top of brick surface shall be as smooth as practicable, but is not to exceed  $\frac{1}{16}$  in. between adjacent bricks. Once approved, filler sand shall be manually swept into the joints using a minimum of two passes to ensure no gaps or unfilled pockets remain. Sand shall be swept to a uniform level  $\frac{1}{8}$  in. below of the top of the brick surface. The careful use of a leaf-blower is recommended to remove dust and light particles from the surface of bricks and to smooth the surface of joint sand in the joints.

The installation of joint sand stabilizer shall generally keep pace with the brick paving so that completed areas are sealed and set within 24 hours of brick installation. Bricks and joint sand must be dry and clean prior to sealing. Sealing shall per in accordance with manufacturer's specifications.